

**CONTRACT**

THIS CONTRACT, made the 19th day of May, 2020, by and between

J.R. KELLY COMPANY, INC , hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

**MEMORIAL ISLAND AT COLUMBIAN PARK – PHASE 3**

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of Six Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$6,950,000.00 ). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Map and Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show

unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)     State of Indiana  
                 County of \_\_\_\_\_

Attest:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Owner

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

\_\_\_\_\_

Date